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the statute must be strictly complied with or there is no valid service. *Blake v. Smith*, 67 N. H. 182, 38 Atl. 16; *McCoy v. Crawford*, 9 Tex. 353. And to constitute a valid service of process by reading it, the whole of it must be read; stating the material parts only is not enough. *Crary v. Barber*, 1 Col. 172; *Maher v. Bull*, 26 Ill. 348. Service by reading in the presence and hearing of the defendant is insufficient, for the reading must be to the defendant. *Hynek v. Englest*, 11 Iowa 210. But it has been held that the formality of having a process read as required by statute, may be waived under certain circumstances. *Williamson v. Cocke*, 124 N. C. 585, 32 S. E. 963; *Casteel v. Hiday*, 13 Ind. 536. And it seems that if all is done that the law requires, as to the manner of serving process, the doing of additional superfluous acts will not vitiate the service. *Bozarth v. Largent*, 128 Ill. 95, 21 N. E. 218.

The nearest adjudicated case involving the question decided in the principal case, holds, under a statute requiring the service of a subpoena by reading the same in the hearing of the witness, that a service by telephone was no valid service. *Ex parte Terrell* (Tex. C. R.), 95 S. W. 536. This view derives some support in the fact that the demand for payment of a note cannot be made by telephone. *Gilpin v. Savage*, 201 N. Y. 167, 94 N. E. 656, 34 L. R. A. (N. S.), 417, Ann. Cas. 1912A, 861. And is even more strongly supported by a case holding that an oath cannot be administered over the telephone under a statute providing that affidavits may be made before either of certain enumerated officers. *Sullivan v. First Nat. Bank*, 37 Tex. Civ. App. 228, 83 S. W. 421. It has also been held that the privy examination of a married woman necessary to validate her conveyance of real estate cannot be taken over the telephone. *Webster v. Hurt*, 123 Tenn. 508, 130 S. W. 842, 30 L. R. A. (N. S.) 358.

The tendency of the authorities is to support the doctrine of the principal case.

SALES—TIME OF DELIVERY—ACCEPTANCE OF BILL OF LADING.—The plaintiff contracted to sell goods to the defendant stipulating for immediate delivery to a certain carrier for shipment. Immediate delivery was not made, but subsequently, after the goods had been received by the carrier, the defendant accepted a bill of lading for them. The shipment being delayed *in transitu*, the defendant refused to accept the goods. An action was brought by the plaintiff for the purchase price. *Held*, the title had passed, and the plaintiff can recover. *Corby Supply Co. v. Thompson* (Mo.), 171 S. W. 661.

Where time is of the essence of a contract of sale, a failure to deliver the goods at the time agreed upon gives a right of rescission. *Ellinger v. Comstock*, 13 Ind. App. 696, 41 N. E. 351. But this is qualified by the rule that a stipulation as to time of delivery may be waived by an acceptance of the goods. *Ohio Falls Car Co. v. Menzies*, 90 Ind. 83, 46 Am. Rep. 195; 2 MECHAM, SALES, § 1374. When there has been such a waiver, the right to rescind is lost, and the failure of the vendor to deliver as agreed is no defense to an action for the purchase price.

Ohio Falls Car Co. v. Menzies, *supra*; *Nicholas v. Venable*, 2 Misc. Rep. 109, 20 N. Y. Supp. 851.

That the acceptance of the bill of lading by the consignee amounts to an acceptance of the goods is a well-established doctrine. See *Emery's Sons v. Irving Nat. Bank*, 25 Ohio St. 360, 18 Am. Rep. 299. The assignment of the bill of lading is a symbolic delivery of the goods represented by the bill. *Ky. Refining Co. v. Bank*, 28 Ky. L. 486, 89 S. W. 492. By such a delivery of the bill of lading, title to the goods passes as absolutely as by a bill of sale. *St. Paul, etc., Co. v. Great Western, etc., Co.*, 27 Fed. 434. And it is an elementary principle, that in the absence of fraud and the like, title to goods having once passed there can be no rescission.

SPECIFIC PERFORMANCE—DEFECT IN VENDOR'S TITLE—INCHOATE DOWER—ABATEMENT OF PURCHASE PRICE.—The defendant made a contract to convey certain lots to the plaintiff, but his wife refused to join in the deed. Whereupon, the plaintiff tendered the contract price less the value of the wife's inchoate dower interest and demanded a conveyance of the husband's estate in the lands. The defendant refused to convey, and the plaintiff brought a bill for specific performance at the reduced price. *Held*, specific performance will be granted. *Tebeau v. Ridge* (Mo.), 170 S. W. 871.

Courts of equity will not on decreeing specific performance of a husband's contract to convey real property, force the wife to join in the deed in order to bar her inchoate dower interest. *McCormick v. Stephany*, 61 N. J. Eq. 208, 48 Atl. 25; *Barbour v. Hickey*, 2 App. D. C. 207, 24 L. R. A. 763. See *Emery v. Wase*, 5 Ves. 846. But as a general rule, wherever any person, having contracted to convey real property, is unable to transfer a perfect title, a decree of specific performance may be obtained with an abatement of the purchase price by an amount equivalent to the value of the defect. *Wilson v. Cox*, 50 Miss. 133; *Phin- izey v. Guernsey*, 111 Ga. 346, 36 S. E. 796, 78 Am. St. Rep. 207, 50 L. R. A. 680. In many jurisdictions, this rule is applied on a wife's failure to join in the husband's deed; and the purchase price is, in the decree, reduced by the value of the wife's inchoate dower as estimated from approved mortality tables. *Bethell v. McKinney*, 164 N. C. 71, 80 S. E. 162; *Wright v. Young*, 6 Wis. 127, 70 Am. Dec. 453; *Woodbury v. Luddy*, 14 Allen (Mass.), 1, 92 Am. Dec. 731. But, by the weight of authority, an exception is made to the general rule, in such cases. Specific performance of the contract is decreed, if the vendee so desire, as to the husband's interest but no abatement of the contract price is allowed. *Clark v. Seirer*, 7 Watts (Pa.), 107, 32 Am. Dec. 745; *Bateman v. Riley*, 72 N. J. Eq. 316, 73 Atl. 1096; *Bartok v. Isvolt*, 261 Ill. 279, 103 N. E. 967; *Aple-Hemmelmann Real Estate Co. v. Spelbrink*, 211 Mo. 671, 111 S. W. 480, 14 Ann. Cas. 652 (overruled by the principal case). For otherwise, coercion would be indirectly applied to the wife by the operation of the decree, since her natural feelings would prompt her to join in the deed to prevent the husband's loss through her failure to do so,